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U.S. PATENT & TRADEMARK OFFICE

<p>TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450</p>	<p>REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK</p>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been
 filed in the U.S. District Court EDMO on the following ☒ Patents or ☐ Trademarks:

DOCKET NO. 2:06cv13ERW	DATE FILED 3/15/06	U.S. DISTRICT COURT EASTERN DISTRICT OF MISSOURI
PLAINTIFF MONSANTO COMPANY, ET AL.		DEFENDANT JAMES TAYLOR D/B/A TAYLOR FARMS
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 5,352,605		SEE ATTACHED COMPLAINT
2		
3		
4		
5		

In the above-entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY	
	<input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
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In the above-entitled case, the following decision has been rendered or judgement issued:

<p>DECISION/JUDGEMENT</p> <p><i>Consent Judgment entered 6/14/07. Please see attached Consent Judgment.</i></p>

<p>CLERK</p> <p><i>[Signature]</i></p>	<p>(BY) DEPUTY CLERK</p> <p><i>[Signature]</i></p>	<p>DATE</p> <p><i>6/14/07</i></p>
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Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
 Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy

Respectfully submitted,

Jerry L. Taylor
Jerry Taylor

Date: June 8, 2007

State of Missouri)

County (~~and/or City~~) of KNOX)

On this 8th day of June, 2007, before me personally appeared Jerry Taylor to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Kathy J. Poore
Notary Public

My Commission Expires: _____



KATHY J. POORE
NOTARY PUBLIC - STATE OF MISSOURI
KNOX COUNTY
MY COMMISSION EXPIRES 11-04-2010
COMMISSION # 06660081

Respectfully submitted,

HUSCH & EPPENBERGER, LLC

LARRY S. PHILLIPS, P.C.

/s/ Matthew R. Grant

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Attorney for Defendants

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
NORTHERN DIVISION

MONSANTO COMPANY and
MONSANTO TECHNOLOGY LLC,

Plaintiffs,

vs.

JAMES TAYLOR, Individually and d/b/a
TAYLOR FARMS,

JOHN TAYLOR, Individually and d/b/a
TAYLOR FARMS,

and

JERRY TAYLOR, Individually and d/b/a
TAYLOR FARMS

Defendants.

Case No.: 2:06-CV-13 ERW

FINAL CONSENT INJUNCTION AND JUDGMENT

I. Parties & Definitions

- A. Plaintiff Monsanto Company is a company organized and existing under the laws of the State of Delaware with its principal place of business in St. Louis, Missouri. Monsanto is authorized to do and is doing business in Missouri and in this judicial district.
- B. Plaintiff Monsanto Technology, LLC is a company organized and existing under the laws of the State of Delaware with its principal place of business in St. Louis, Missouri. Monsanto Technology, LLC is authorized to do and is doing business in Missouri and in this judicial district. Monsanto Company and Monsanto Technology, LLC are hereinafter referred to collectively as "Monsanto."
- C. Defendant James Taylor, is a resident and domiciliary of Scotland County, Missouri. Defendant James Taylor, individually and by and through Taylor Farms is engaged in a farming business that involves the planting of crops, including soybean.
- D. Defendant John Taylor, is a resident and domiciliary of Scotland County, Missouri. Defendant John Taylor, individually and by and through Taylor Farms

is engaged in a farming business that involves the planting of crops, including soybean.

- E. Defendant Jerry Taylor, is a resident and domiciliary of Scotland County, Missouri. Defendant Jerry Taylor, individually and by and through Taylor Farms is engaged in a farming business that involves the planting of crops, including soybean.
- F. "Person" means any natural individual or any entity, and, without limiting the generality of the foregoing, includes natural persons, associations, joint ventures, limited partnerships, partnerships, corporations, companies, trusts, and public agencies.

II. Stipulated Findings

- A. Subject matter jurisdiction is conferred upon this Court pursuant to 28 U.S.C. § 1331, in that one or more of Monsanto's claims arise under the laws of the United States, as well as 28 U.S.C. § 1338, granting district courts original jurisdiction over any civil action regarding patents. Additionally, this Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over Monsanto's non-federal question claims, such that they form part of the same case or controversy.
- B. Venue is proper in this judicial district insomuch as the parties have agreed and consented to personal jurisdiction and venue in this judicial district and/or designated this Honorable Court as the forum and venue for all disputes arising under the licensing agreement.
- C. Monsanto is in the business of developing, manufacturing, licensing and selling agricultural biotechnology, agricultural chemicals and other agricultural products. After the investment of substantial time, expense and expertise, Monsanto developed new plant biotechnologies that involve the transfer into crop seed of genes that cause seed to be resistant to glyphosate-based herbicides such as Roundup® branded herbicides (the "Roundup Ready® trait").
- D. Monsanto's Roundup Ready® trait has been utilized in several agricultural crops, including soybean, to render them resistant to applications of glyphosate, a herbicide. These genetically modified crop seeds are marketed by Monsanto and other seed companies as "Roundup Ready®" crop seed. Roundup® and Roundup Ready® are registered trademarks of Monsanto Technology, LLC.
- E. Monsanto's Roundup Ready® biotechnology is protected under patents issued by the United States Patent Office, specifically including U.S. Patent Number 5,352,605 (the "'605 patent"). Prior to the events giving rise to this litigation, the '605 Patent was issued to and/or Monsanto was the exclusive licensee from the owner and was authorized to enforce the rights relating thereto, including seeking injunctive and monetary relief for the infringement thereof.

- F. Monsanto placed the required statutory notice that its Roundup Ready® biotechnology was patented on the labeling of all bags of seed containing Roundup Ready® seed. In particular, each bag of Roundup Ready® soybean seed is marked with notice of the '605 patent.
- G. Under the terms of Monsanto's system through which its patented Roundup Ready® biotechnology is licensed, a purchaser is only authorized to use the seed for planting a commercial crop in a single growing season, and is prohibited from saving any of the crop produced from the purchased seed for planting or selling saved seed from the crop produced from the purchased seed, or otherwise supplying or transferring any seed produced from the purchased seed to anyone for planting.
- H. During at least the 2005 growing season, Defendants knowingly and wilfully planted "saved," bin-run Roundup Ready® soybean, which was produced from Roundup Ready® soybean seed which was planted in an earlier year, such conduct constituting willful infringement of Monsanto's '605 patent rights.

III. Permanent Injunction

- A. It is hereby ordered, adjudged and decreed that Defendants, individually and/or by, through or with any entity, or any agent, servant, employee, and each person in active concert or participation with Defendants who receives actual notice of this Judgment by personal service or otherwise, are permanently enjoined from:
 - 1. Making, using, or planting any soybean seed containing Monsanto's patented Roundup Ready® biotechnologies unless Defendants each execute and comply with the terms and conditions of the 2007 Monsanto Technology/Stewardship Agreement attached hereto as Exhibit A, and any subsequent or modified terms of any limited license which Monsanto offers to users/purchasers of seed containing Monsanto's patented biotechnology; and
 - 2. Offering to sell, selling, or transferring any soybean seed containing Monsanto's patented Roundup Ready® biotechnology to any person for planting, replanting, seed production, crop breeding, research, reverse engineering, generation of herbicide registration data, analysis of genetic composition, or any purpose other than sale as a commodity.
 - 3. Infringing Monsanto's seed trait patents including, but not limited to, U.S. Patent No. 5,352,605.
- B. It is hereby also further ordered, adjudged and decreed that Defendants shall deliver a copy of Section III of this Final Consent Injunction and Judgment, and advise of such terms, to:
 - 1. any person whom Defendants employ, retain, or otherwise utilize to apply for, purchase, acquire, sell, or transfer soybean seed; and

2. any person who employs, retains, or otherwise utilizes Defendants to apply for, purchase, acquire, sell, or transfer soybean seed.

IV. Mandates Through December 31, 2012

- A. It is hereby ordered, adjudged and decreed that Defendants, shall, at the time of their execution of this Final Consent Injunction Judgment, execute the attached Authorizations (attached hereto as Exhibits B-1 and B-2) to allow Monsanto, its counsel, or their respective representatives or agents, to inspect and copy all Farm Service Agency (formerly known as the Agricultural Stabilization and Conservation Service) farm records, acreage reports, disaster assistance applications, crop insurance records, crop production input records, records of the Risk Management Agency, records of the Commodity Credit Corporation and records of sales of soybean seed as a commodity for all years listed therein, inclusive through 2012.
- B. It is hereby ordered, adjudged and decreed that Defendants shall, upon written request from Monsanto or its representatives,
 1. make all of his soybean seed purchase receipts and records, agricultural chemical purchase receipts and records and other agricultural input receipts and records relating to his soybean farming operations, if any, for the crop years 2007 through 2012, inclusive, available to Monsanto for inspection and copying within ~~seventy-two (72) hours~~ *72. IT IS 15 DAYS 9/10/07* of the receipt of written notice;
 2. show Monsanto or its representatives the location of all soybean and cotton planted, harvested, and/or stored by or on behalf of Defendants, during the time period of January 1, 2007 through December 31, 2012, if any;
 3. allow and accompany Monsanto or its representatives into:
 - a. all land planted, farmed and/or controlled by or on behalf of Defendants, including any acreage in which Defendants have any interest in whole or in part, and/or
 - b. all storage facilities (bins, barns, wagons, bags, warehouses, trailers, etc.) where stored soybean seed is within the care, custody or control of Defendants in whole or in part,so that Monsanto or its representative can inspect and determine the number of acres of soybean planted in the 2007 through 2012 planting seasons, the amount of soybean and/or cotton stored, and to obtain samples from fields and storage facilities for testing from the 2007 through the 2012 growing seasons.

V. Monetary Provisions

- A. By consent of the parties, judgment is entered against Defendants in the total amount of One Hundred and Ten Thousand and No/100 Dollars (\$110,000.00) payable by Defendants no later than sixty (60) days after the entry of this judgment, each party to bear its own costs and attorneys' fees.
- B. Defendants do not claim, but nevertheless relinquishes any and all rights, benefits, and claims, if any, arising out of any Technology Value PackageSM, TVPSM, or Roundup RewardsSM¹ pertaining to purchases, crops, or conduct occurring prior to the execution of this Final Consent Injunction Judgment to the extent any such rights, benefits or claims exist.

VI. Other Provisions


- A. Having read and understood the terms and conditions of this Final Consent Injunction Judgment, the parties agree that the Final Consent Injunction Judgment constitutes a fair and adequate resolution of all issues and claims involved in this action between Monsanto and Defendants. The parties have by the signatures herein below recommended this Court issue this Final Consent Injunction and Judgment.
- B. Jurisdiction is retained for the purpose of enabling any party to this Final Consent Injunction and Judgment to apply to the Court at any time for the enforcement of the provisions herein and/or to remedy a violation of the Final Consent Injunction Judgment. This Final Consent Injunction and Judgment shall be governed by the laws of the State of Missouri and the United States.
- C. The failure, or alleged failure, to seek remedies as the result of violation of the Final Consent Injunction and Judgment shall not constitute a waiver of any other violation.
- D. If any provision or provisions of this Final Consent Injunction and Judgment is or are declared invalid by a court of competent jurisdiction, the remainder of this Final Consent Injunction and Judgment shall remain in full force and effect and shall not be affected by such declaration. If any provision or provisions of this Final Consent Injunction and Judgment is or are declared invalid as being overbroad by a court of competent jurisdiction, the court should modify the provision or provisions so that they are as broad as possible without being so broad as to be invalid.
- E. The Parties acknowledge that they have read this Final Consent Injunction Judgment and that they have discussed its terms and conditions with an attorney of their choice. The Parties further declare and represent that in executing this Final Consent Injunction and Judgment, they have relied wholly upon their own

¹ Technology Value PackageSM, TVPSM, and Roundup RewardsSM are service marks of Monsanto Technology LLC.

judgment, belief and knowledge of the nature, extent, and effect of this Final Consent Injunction Judgment, without reliance upon any statement, promise or representation by any party.

- F. By their signatures below, Defendants waive the right to trial and/or appeal of this matter and agrees to, and acknowledges the terms of, this Final Consent Injunction and Judgment and waives any requirement of the personal service of this Final Consent Injunction and Judgment.

SO ORDERED:


HONORABLE E. RICHARD WEBBER
UNITED STATES DISTRICT JUDGE

Dated this 14th day of June, 2007.

Respectfully submitted,

James Taylor
James Taylor

Date: June 8, 2007

State of Missouri)

County (~~and/or City~~) of KNOX)

On this 8th day of June, 2007, before me personally appeared James Taylor to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Kathy J. Poore
Notary Public

My Commission Expires: _____



KATHY J. POORE
NOTARY PUBLIC - STATE OF MISSOURI
KNOX COUNTY
MY COMMISSION EXPIRES 11-04-2010
COMMISSION # 06560081

Respectfully submitted,

John Taylor
John Taylor

Date: June 8, 2007

State of Missouri)
County (and/or City) of KNOX)

On this 8th day of June, 2007, before me personally appeared John Taylor to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Kathy J. Poore
Notary Public

My Commission Expires: _____

